

fruit of his execution. If a fraudulent purpose is in fact shewn, there can be no difficulty, and this is a question for the jury. But if such a purpose is not shewn in fact, it may often be inferred from the circumstances, or from the probable consequences of the act; and in such cases the conveyance is said to be fraudulent in construction of law. Such fraudulent conveyances are either voluntary, or they are commonly false in one or all of the particulars of their consideration—or of the grantee from whom the consideration proceeds—or of the purposes or trusts for which they are made. Where a deed is shewn to be false in any of these respects, especially as between the grantee and a creditor, or other person, attacking it as fraudulent, the fraud is generally presumed as a conclusion of law, and the conveyance cannot be established by setting up a different though sufficient consideration, or another equally or more meritorious trust or purpose.

**Consideration.**—The leading case in Maryland on the subject of consideration,<sup>26</sup> in this respect, is *Betts v. Union Bank*, 1 H. & G. 175, whose authority, though the case has been much criticised, has never been denied. There a wife was not permitted to shew that a deed, professing to have been made in consideration of \$4,000 paid, was, in truth, made in consideration of marriage, and as a provision for her. And the rule was laid down, which has since been followed, that ordinarily an additional consideration may be shewn not inconsistent with that expressed in the deed, but that where a deed is impeached for fraud, the party to whom the fraud is imputed will not be suffered to prove another consideration in support of the instrument.

In later cases the distinction has been settled between proof of a different consideration from that expressed in the deed which might take its place or change the character of the deed as in *Betts v. Union Bank*, see

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<sup>26</sup> **Inadequacy of consideration.**—This is always considered a badge of fraud, but to justify the inference of fraud the disparity must be so glaring as to satisfy the court that the conveyance was not made in good faith. *Fuller v. Brewster*, 53 Md. 361; *Crooks v. Brydon*, 93 Md. 643; *Commonwealth Bank v. Kearns*, 100 Md. 208. Cf. *Thompson v. Williams* 100 Md. 195.

**What is a sufficient consideration.**—A deed by a trustee to himself to secure his beneficiaries whom it is his legal and moral duty to secure, is founded on a valuable consideration. *Carson v. Phelps*, 40 Md. 73. The grantee in a deed impeached for fraud may prove a parol contract with the grantor by which the former undertook to pay off the latter's debts as a consideration for the sale and conveyance. *Leiter v. Grimes*, 35 Md. 434. A pre-existing debt is a good and valuable consideration. *Busey v. Reese*, 38 Md. 269; *Christopher v. Christopher*, 64 Md. 585.

**Deed *prima facie* evidence of consideration.**—The consideration stated in a deed is *prima facie* evidence of the real consideration. *Mayfield v. Kilgour*, 31 Md. 240; *Thompson v. Williams*, 100 Md. 199. And this is so even in the case of a conveyance from husband to wife. *Mayfield v. Kilgour*, 31 Md. 240; *Grover Co. v. Radcliffe*, 63 Md. 496; *Stockslager v. Mechanics' Inst.*, 87 Md. 232. See note 32 *infra*.